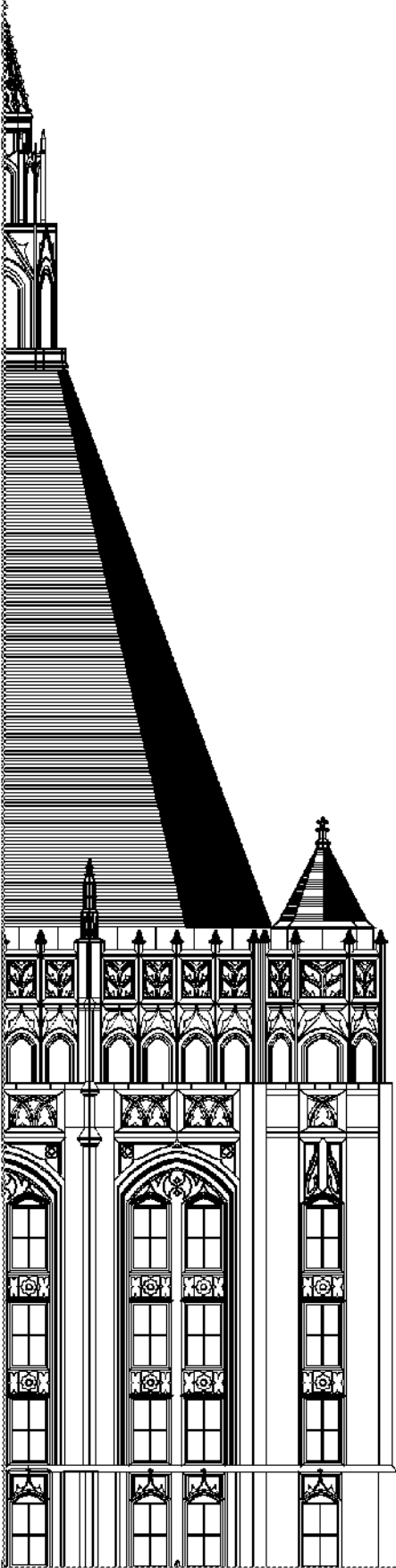


EXHIBIT D

ANNUITY CONTRACT

Barbara Jean Brown

0 198



New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware.

Home Office – Newark, Delaware

Executive Office – 51 Madison Avenue
New York, NY 10010

The Company New York Life Insurance and Annuity Corporation will pay the benefits of this policy in accordance with its provisions. The following pages are also a part of this policy.

Annuity Benefit We will make annuity payments to you or the payee(s) designated by you, as stated in the Annuity Benefit Section.

Right To Return Policy Please examine your policy. Within 10 days (or longer if required by state law) after delivery, you may return it to the Company or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, we will promptly cancel this policy and refund the Premium Payment.

THIS PROVISION DOES NOT APPLY

The Issue Date is shown on the Policy Data Page.



Chairman and CEO



Secretary

Lifetime Income Annuity

Immediate Life Annuity With Guaranteed Period

Single Premium Payable As Shown On The Policy Data Page

Policy Is Not Eligible For Dividends

READ THIS POLICY CAREFULLY

Note: This is a legal contract between the Owner and the Company

Home Office – Newark Delaware

Executive Office - 51 Madison Avenue
New York, NY 10010

POLICY DATA PAGE

Annuitant(s): Barbara Jean Brown **Age:** 9 FEMALE

Policy Number: [REDACTED] 0 198

Policy Date: SEPTEMBER 30, 2010

Owner(s): Barbara Jean Brown Living Trust

Payee(s): Barbara Jean Brown Living Trust

Beneficiary: Primary Beneficiary- Barbara Jean Brown Living Trust, Trust

Plan: LIFE ANNUITY WITH 13 YEARS, 0 MONTHS GUARANTEED

Premium: \$95, 11.8

Annuity Commencement Date: November 1, 2010

Annuity Benefit: \$618.60 monthly, payable while the Annuitant is living or for 13 years, 0 months, whichever is later.

Upon the death of the Annuitant, if any guaranteed Annuity Income Payments are paid in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:

Policy Years 1 - 5	1.80%
Policy Years 6 - 10	1.80%
Policy Years 11 - 20	.05%

WITHDRAWAL RIDER

(See next page for rider information)

Issue Date: OCTOBER 1 , 2010

POLICY DATA PAGE
(Page 2 Continued)

WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
13	0

Interest rates for discounting payments:

These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years 1 through 5	5.25%
Payments in Policy Years 6 through 10	5.25%
Payments in Policy Years 11 through 20	5.25%

If this rider is exercised and an Annuitant is alive at the expiration of the Guaranteed Period, Annuity Benefit payments will resume on November 1, 2023 and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Benefit payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

Issue Date: OCTOBER 1 , 2010

203-173 (01/2007)

Page 2

WE & YOU

In this policy, the words “we”, “our”, “us”, “Company” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation, and the words “you” and “your” refer to the Owner of this policy.

When you write to us, please include the policy number, your full name and your current address.

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DEFINITIONS

These terms are capitalized when used throughout this policy.

ANNUITANT(S): The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Annuity Income Payment under this policy is to be made.

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee after the Annuity Commencement Date.

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment.

BENEFICIARY: The person or an entity having the right to receive the death benefit set forth in the policy.

BUSINESS DAY: Any day on which New York Life Insurance and Annuity Corporation is open for business.

ISSUE DATE: The date this policy is produced.

NYLIAC (“Company, We, Us, Our”): New York Life Insurance and Annuity Corporation.

OWNER (“You, Your”): The person(s) or entity designated as the Owner of this policy displayed on the Policy Data Page, or as subsequently changed.

PAYEE: A recipient of Payments under this policy, generally the Owner.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page (2) of this policy, containing the policy specifications.

POLICY DATE: The date from which Policy Years and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy Anniversary unless otherwise indicated.

PREMIUM PAYMENT: An amount paid to the Company as consideration for the benefits provided by this policy.

QUALIFIED PLAN: An Employee retirement plan under the Internal Revenue Code, including Sections 219, 401(a), 403(b) or 408 that qualifies for special federal income tax treatment.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Annuity Income Payments Begin?

We will make Annuity Income Payments to you or to the Payee(s) designated by you, if the Premium for this policy has been paid. Payments will be made in the amount(s) and for the period(s) of time shown on the Policy Data Page.

Annuity Income Payments will begin as shown on the Policy Data Page and will continue until the last Payment due before the death of the Annuitant. If the Annuitant dies before all Payments for the guaranteed number of years shown on the Policy Data Page have been paid, we will continue to make Annuity Income Payments until all Payments have been made for

the guaranteed number of years. Any Annuity Income Payments made after the death of the Annuitant will be made to the Beneficiary.

If this Annuity is based on the life of two Annuitants, Payments will continue as long as either Annuitant is living. Payments continuing while the surviving Annuitant is alive may be reduced as shown on the Policy Data Page. If both Annuitants should die before all Annuity Income Payments for the guaranteed number of years have been made, the remaining Payments will be made to the Beneficiary.

Please read this policy for full details.

SECTION TWO - POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

As the Owner, you have all rights of ownership in this policy while the Annuitant is living. These rights include the right to receive the Payments or to name one or more Payees to receive these payments. You cannot lose these rights. However, all rights of ownership end at your death. To exercise these rights, you do not need the consent of any Successor Owner.

2.2 Can You Name a Successor Owner?

Yes, a Successor Owner can be named in the application, or in a signed notice that is satisfactory to us. The Successor Owner will become the new Owner, if you die while the Annuitant is living. If no Successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner.

2.3 Can You Change The Ownership of This Policy?

You may change the Owner of this policy, from yourself to a new Owner, in a notice that you sign and submit to us which gives us the facts that we need. When we record a change, it will take effect as of the date you signed the notice, subject to any action we took before recording the change. When this change takes effect, all rights of ownership in this policy will pass to the new Owner. Changing the Owner does not change the Annuitant. Changing the Owner or naming a new successor Owner cancels any prior choice of successor Owner.

SECTION THREE - BENEFICIARY

3.1 May More Than One Beneficiary Be Named?

Yes. You may name more than one Beneficiary. Multiple Beneficiaries may be classified as first, second, and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amounts payable to a Beneficiary will be applied to any Beneficiary classified as first who survives the Annuitant or Annuitants. If no Beneficiary classified as first survives the Annuitant or Annuitants, Payments

will be made to any surviving in the second class, and so on. Those who survive in the same class have an equal share to the extent possible in any amount payable, unless the shares are stated otherwise.

3.2 What Happens If The Beneficiary(s) Dies?

If the last surviving Beneficiary in a classification dies while receiving Annuity Income Payments, any remaining Payments will be paid to the surviving Beneficiaries in the next class, and so

on. If the last surviving Beneficiary to receive Annuity Income Payments dies before the total amount of Annuity Income Payments for the guaranteed number of years has been paid, the right to the remaining Annuity Income Payments will pass to that Beneficiary's estate. If no Beneficiary survives the Annuitant or Annuitants, the right to the Annuity Income Payments will pass to you as Owner or, if you were an Annuitant, to your estate.

3.3 May You Change A Beneficiary?

Yes. You may change a Beneficiary designation, while an Annuitant is living, in a notice that you

sign and submit to us which gives us the facts that we need. When we record a change, it will take effect as of the date you signed the notice, subject to any Payment we made or action we took before recording the change.

3.4 May The Beneficiary Request A Change of Payment?

Unless otherwise directed in writing by you and agreed to by us, a Beneficiary may not advance or assign Payments, receive Payments in one sum, or make any other change in the remaining Annuity Payments.

SECTION FOUR- ANNUITY INCOME PAYMENT ADVANCE

4.1 Can Annuity Income Payments Be Advanced?

Yes. If you are receiving Annuity Payments on a monthly basis, you can elect to have six months of Annuity Income Payments "accelerated". If you elect this feature you will receive a lump sum Payment equal to the Value of your next scheduled monthly Payment and the next five scheduled monthly Payments. Accelerated

Payments are fully taxable. This feature can only be elected twice during the life of the annuity policy. This feature is not available if you are under age 59½ or if the annuity policy is a Qualified Plan.

4.2 How Can I Exercise This Option?

You can exercise this option in a notice you sign which gives us the facts that we need.

SECTION FIVE - GENERAL PROVISIONS

5.1 What Constitutes the Entire Contract?

This entire contract consists of this policy, any attached riders, endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the policy, when not prohibited by the laws of the state in which this policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or waive any provisions of this contract.

5.2 How Important Is The Information You Provide For This Policy?

In issuing this policy, we have relied on the information you provided. If you signed an application for this policy, we have relied on the statements made on the application in issuing this policy. In the absence of fraud, all such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this policy unless that statement is a material misrepresentation.

5.3 Will We Be Able To Contest This Policy?

We will not contest this policy after the policy has been in force, during the lifetime of the Annuitant(s), for two (2) years from the Issue Date.

5.4 May We Require Proof That The Annuitant(s) Is Living?

NYLIAC may require satisfactory proof that an Annuitant is living on any Annuity Payment Date.

5.5 How Is An Annuitant's Age Calculated For The Purpose Of This Policy?

The age of an Annuitant, as shown on the Policy Data Page, is the age as of the Policy Date. We count 1/12 of a year for each full month from the Annuitant's last birthday to the Policy Date.

5.6 What Happens If In This Policy A Persons Age Or Sex Is Stated Incorrectly?

If the age or sex of an Annuitant is not correct as stated, any amounts payable under this policy based on the life of the Annuitant will be what the single Premium paid would have purchased at the correct age and sex. If Payments were made based on an incorrect age or sex, we will

increase or reduce a later Payment or Payments to adjust for the error. Any adjustment will include interest, at three and one-half percent (3½%) per year, from the date of the wrong payment to the date the adjustment is made.

5.7 May You Assign Or Transfer Your Policy?

While the Annuitant is alive, you may assign this policy (non-Qualified Plan Policies only) or any interest in it. If you do this, your interest, and anyone else's is subject to that of the assignee. As Owner, you still have the rights of Ownership that have not been assigned. An assignee may not change the Owner or the Payee.

5.8 How Do You Assign This Policy?

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. When we record the assignment, it will take effect as of the date you signed the notice, subject to any Payment previously made by us or any other action we took before recording the assignment.

5.9 Are The Payments Made Under The Terms Of This Policy Protected Against Creditors?

Payments we make under the terms of this policy are to the extent the law permits, exempt from the claims, attachments or levies of any creditor.

5.10 Are Loans Permitted From This Policy?

This policy does not have cash values or loan values.

5.11 Is This Policy Subject To Any Law?

Yes. This policy is subject to all laws that apply. Benefits available under this policy are not less than those required by any regulation or statute of the state for which this policy is issued.

5.12 May The Guaranteed Annuity Income Payments Be Taken As A Single Sum After The Death Of the Annuitant or Annuitants?

If the right to any guaranteed Annuity Income Payments remaining after the death of the Annuitant or both Annuitants passes to an assignee, or to a Beneficiary other than an individual receiving Payment in his or her behalf (such as a Trust or Corporation), Payment will be made in one sum. The amount of this Payment will be the present value of the guaranteed Annuity Income Payments remaining at that time. This Payment will be calculated using the interest rate shown on the Policy Data Page. The present value of any remaining guaranteed Annuity Income Payments is always less than the sum of those Payments.

5.13 Are Any Dividends Payable Under This Policy?

No. This policy is not eligible for dividends.

ENDORSEMENTS

ENDORSEMENT

THIS POLICY IS ISSUED IN PLACE OF POLICY 74 740 198 ISSUED ON OCTOBER 14, 2010

NEW YORK LIFE INSURANCE
AND ANNUITY CORPORATION



Secretary

NEW YORK 03/24/2021 1074-40

WITHDRAWAL RIDER

This rider is attached to, and made a part of, your Lifetime Income Annuity policy ("Policy").

DEFINITIONS

ANNUITY BENEFIT: The periodic income benefit payable under the terms of this Policy, as shown on the Policy Data Page.

GUARANTEED PERIOD: The period shown on the Policy Data Page for which the Annuity Benefit is guaranteed to continue even if an Annuitant dies. For Life Annuity With Cash Refund plans, the Guaranteed Period is determined by dividing the Premium shown on the Policy Data Page by the annualized Annuity Benefit.

WITHDRAWAL EFFECTIVE DATE: The Business Day on which the Withdrawal Benefit is determined.

INTEREST RATE CHANGE ADJUSTMENT:

$1.25 \times (A \text{ minus } B)$ If A is greater than B
 $1.00 \times (A \text{ minus } B)$ If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect 5 Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

FUTURE GUARANTEED PAYMENTS: Annuity Benefit payments guaranteed for the period of time immediately following the Withdrawal Effective Date to the end of the Guaranteed Period.

PRESENT VALUE OF FUTURE GUARANTEED PAYMENTS: Future Guaranteed Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on

the Policy Data Page plus an Interest Rate Change Adjustment.

WITHDRAWAL BENEFIT: An amount equal to a selected percentage of the Present Value Of Future Guaranteed Payments. The selected percentage may be any percentage up to 100%.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Benefit payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Benefit payments are not being issued on the Withdrawal Effective Date, then:

D = The current price of the guaranteed Annuity Benefit portion of a new contract, where the guaranteed Annuity Benefit payments are the same as the guaranteed Annuity Benefit payments you elect to withdraw on the Withdrawal Effective Date.

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in a single lump sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than 1.00 indicates that the Withdrawal Benefit is more than enough to purchase guaranteed Annuity Benefit payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than 1.00 indicates that the Withdrawal Benefit is not enough to purchase guaranteed Annuity

Benefit payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Benefits?

Following the Withdrawal Effective Date, Future Guaranteed Payments will be reduced by the selected percentage of the Present Value Of Future Guaranteed Payments withdrawn. Your right to receive any remaining Future Guaranteed Payments will not be affected by the payment of the Withdrawal Benefit. If an Annuitant is still living at the end of the Guaranteed Period, full Annuity Benefit payments will resume for the lifetime of the Annuitant, or, if applicable, Annuitants.

4. When Can I Exercise This Rider?

This rider can be exercised at any time during the Guaranteed Period except as otherwise provided in this rider.

5. How Can I Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within 15 Business Days of receipt of your request, we will provide you the information described in items (i), (ii) and (iii) of question 6 below. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Can I Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment. Within 15 Business Days of receipt of your request, we shall provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Benefit payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within 15 Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Benefit payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect 5 Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can I Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

Yes. This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in question 12.

9. What Is The Effective Date Of This Rider?

The rider is effective on the effective date of the Policy.

10. What If I Assign My Policy?

If you assign your Policy, you must provide us with written consent from the assignee for you to receive any benefit under the terms of this rider.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this rider.

12. When Does This Rider End?

This rider ends upon the occurrence of any of the following:

- (i) the end of the Guaranteed Period; or
- (ii) the death of the Annuitant, or the last surviving Annuitant if there are Joint Annuitants; or
- (iii) the payment of the Withdrawal Benefit under the terms of this rider.

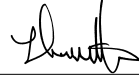
13. How Does Exercising This Rider Affect the Payment To The Beneficiary On Life Annuity With Cash Refund Plans?

If this rider is exercised under a Life Annuity With Cash Refund plan, it may result in no refund, or a refund of less than the Premium paid for this Policy. The portion of the Premium Payment, if any, that may be due to a Beneficiary upon the death of the Annuitant, or, if applicable, the death of both Annuitants, will be reduced by an amount equal to the present value adjustment applied to the Withdrawal Benefit. The present value adjustment is:

- (i) the difference between the Premium Payment and the total Annuity Benefit payments made immediately prior to the Withdrawal Effective Date, multiplied by the selected percentage of the Present

Value Of Future Guaranteed
Payments; minus
(ii) the lump sum Withdrawal Benefit

**NEW YORK LIFE INSURANCE AND
ANNUITY CORPORATION**



Chairman and CEO



Secretary

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware.

Home Office - Newark, Delaware

Executive Office - 51 Madison Avenue
New York, NY 10010

Immediate Life Annuity With Guaranteed Period

Single Premium Payable As Shown On The Policy
Data Page

Policy Is Not Eligible For Dividends